

PART I - SECTION E
INSPECTION & ACCEPTANCE

E. 1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This Screening Information Request (SIR) or Contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make the full text available, or Offerors and Contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

- 3.10.4-2 Inspection of Supplies--Fixed-Price (November 1997)
- 3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (April 1996)
- 3.10.4-16 Responsibility for Supplies (April 1996)

E.2 CLAUSES AND PROVISIONS (FULL TEXT)

CLAUSE 3.10.4-13 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (APRIL 2009)

a) The Contractor shall comply with the standard titled "Quality Management System- Requirements," ANSI/ISO/ASQ Q9001-2008, which is hereby incorporated into this contract.

(b) The Contractor shall establish and maintain a Quality System in accordance with the above referenced standard and the contractor's Quality System Plan (QSP). This QSP is hereby incorporated into this contract when approved by the Contracting Officer. If the QSP is submitted as part of a response to a Screening Information Request (SIR) submission and approved before award, then the QSP is hereby incorporated into this contract at time of award. The QSP shall describe the Contractor's provisions for quality assurance, inspection and test of all supplies to be provided under this contract, in accordance with the terms of this contract, including but not limited to the contract specifications and the above referenced standard. (Note: Formal third-party ISO9001 registration is not required. Formal third-party ISO9001 registration does not relieve the contractor from the requirements of submitting a QSP.)

If software is used in the MALSR System, the Contractor will identify all software quality assurance activities associated with software development in accordance with (IAW) FAA-STD-026A/DID-FAA-026-23 Software Quality Assurance Plan (SQAP) and incorporate the information in the QSP as a separate section or appendix. The QSP will be IAW CDRL F001.

(c) In the event of conflict between the Quality System Plan (QSP) and the above referenced standard, the applicable standard shall control.

(d) Calibration systems and measuring and test equipment shall be controlled in accordance with a nationally recognized standard, such as ISO 10012.

(e) Government Furnished Property shall be controlled to assure acceptability upon receipt, preclude degradation, damage or misuse during storage, use or test, and assure proper final disposition in accordance with the contract.

(f) Site installation activities, maintenance, and support services shall be controlled in accordance with contract requirements.

(End of clause)

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E.3 QUALITY ASSURANCE

- a. The CO will designate a Quality Reliability Officer (QRO) for this Contract. The QRO has the authority to verify that the Contractor's inspection system and processes for its quality control program comply with the Contract requirements, to witness tests, and to inspect and accept or reject supplies provided under this Contract.
- b. The Government has the right to inspect and test all supplies called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government must perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this Contract.
- c. Failure of the Contractor to maintain and operate a processed-based quality management system IAW the terms of the Contract may, based upon a written determination of the QRO and with concurrence of the CO (and consistent with the QA requirements of the Contract), be grounds for rejection of affected supplies.
- d. The Contractor must provide the space and support necessary for the QRO for performance of Government evaluations and administrative functions. The cost of long distance calls placed by the QRO will be borne by the Government. The Contractor must provide parking space to the extent available. In the event a change in location of the QRO is required, the Contractor and QRO will coordinate a smooth transition.
- e. The Contractor's QA representative must review and revise the QSP when changes occur .

E.4 INSPECTION & ACCEPTANCE

Prior to shipment of CLINs 1, 6, 101, 201, and 301, the Contractor must submit to the QRO for inspection and preliminary acceptance, all supplies on FAA Form 256, at origin. The Form 256 will be marked as "Preliminary Acceptance Only, Final Acceptance at Destination". Acceptance by the QRO constitutes verification by the Government that supplies comply with all contract requirements that are to be completed prior to acceptance, including satisfactory completion of factory tests. Any supplies determined by the QRO to be nonconforming shall be corrected prior to acceptance. Supplies specified for delivery in Section F of the Contract must undergo final inspection and acceptance at destination by a government representative designated by the Contracting Officer. The designated representative will verify kind, count, and condition indicated on the FAA Form 4500-1. The Government takes title to accepted supplies upon final formal acceptance at destination.

End Section E